

MEMBER DIRECT ACCESS AGREEMENT

Account Holder Name: _____

Member Number: _____

Luseland Credit Union Limited (the "Credit Union")

In order to be given the ability to remotely access the Account Holder's account with the Credit Union (including by the way of the Internet), the Account Holder agrees with the Credit Union as follows:

1. The credit Union will establish the permitted means or remote access. At present those include access by the way of the Internet and by telephone using interactive voice response (IVR). Transactions permitted by remote access will be determined by the Credit Union from time to time.
2. Remote access requires a Personal Access Code (PAC) for the particular Account Number. If the Account Holder does not have a PAC for that Account Number he/she may acquire one by an in-person visit to the Credit Union. If the Account requires more than one signing authority to use the Account, the PAC will be issued only with the written consent of all of the signing authorities on that account. Where this Account is joint any Account Holder may access the Account using the PAC.
3. The Account Holder acknowledges that any person who knows the Account Number and PAC Number can remotely access the accounts under the Account Number (the "Accounts") and conduct transactions on them. The Account Holder accordingly agrees not to disclose the PAC to anyone, and to store it only in a manner which would not permit it to be identified in reference to the Account Number. The Account Holder acknowledges responsibility for all use made of the PAC number by any person, whether that use is authorized by the Account Holder or not. The Account Holder may terminate the PAC only by notice in writing to the Credit Union.
4. Remote access services are available only on an "as is" and "as available" basis. The Credit Union cannot guarantee the availability of remote access services. **THE ACCOUNT HOLDER AGREES THAT THE CREDIT UNION WILL NOT BE LIABLE FOR ANY DELAY, LOSS, DAMAGE (DIRECT, INDIRECT OR CONSEQUENTIAL) OR INCONVENIENCE WHATSOEVER CAUSED BY OR ARISING FROM:**
 - a) **THE PROVISION OF, OR**
 - b) **THE FAILURE TO PROVIDE, OR**
 - c) **DEFECT OR INACCURACY IN THE OPERATION OF THE REMOTE ACCESS SERVICES FOR ANY REASON WHATSOEVER.**
5. The Credit Union may charge service fees from time to time for its remote access services.
6. The Account Holder agrees not to conduct or try to conduct any transaction that would result in a negative balance in any account or that would exceed that unused balance of any authorized overdraft or line of credit.
7. All transactions using the remote access services are subject to verification and acceptance by the Credit Union. This may take place on a date later than the date the Account Holder authorized the transaction, which may affect the transaction date. The Credit Union's records of each transaction will be deemed to be correct and will be conclusive and binding upon the Account Holder. Any record of a transaction generated by the Account's Holder's personal computer will be for the Account's Holder's convenience only, and is not binding on the Credit Union.
8. The Credit Union may change the terms and conditions of this Agreement from time to time by notice made available to the Account Holder, which may be by display at the branches of the Credit Union, by mailing to the Account Holder, by displaying on the sign-on screen, or any other mechanism which provides a similar ability to access by the Account Holder. If the Account Holder continues to use any of the remote access services after the effective date of those changes, the Account Holder is deemed to have accepted those amended terms or conditions.
9. If the Account Holder enters a stop payment request using remote access services, the Account Holder agrees to hold the Credit Union harmless for all costs, damages, expenses and liability which may arise from that stop payment request or the honoring or failure to honor it, including, without limitation from:
 - a) refusing payments of a negotiable order on the Account Holder's Account, whether or not it is the order for which such stop payment was placed, or
 - b) making payment contrary to the stop payment request, whether as a result of inadvertence, accident, equipment failure or otherwise.Stop payment requests by any one joint Account Holder shall terminate the Credit Union's authority to pay such instrument.
10. Statements relating to the operation of the Account will be made available on the internet. Electronics statements are deemed received by the Account Holder on the last day of the month for which the statement applies. The Account Holder agrees to examine the statements every month and advise the Credit Union of any errors, irregularities or forgeries within 30 days of month end. Unless such errors, irregularities or forgeries are brought to the Credit Union's attention within the time required the Account Holder understands and agrees that the statement and balance shown is considered accurate and all payments and transactions are genuine and properly charged against the Account. The Credit Union may utilize electronic imaging and retention in connection with this Account and need not provide or return instruments. At the Credit Union's option Loan Statements may be provided by making them available on the Internet and this shall consent to receive the statements in such fashion.

Signature of parent/guardian: the parent or guardian who co-signs this document agrees to liable in accordance with the terms and conditions above for any transactions effected by the minor using the PAC number.

AGREED AND ACCEPTED as of the _____ day of _____, 20____.

(Signature of Account Holder)

(Signature of Parent/Guardian if Applicant is a Minor)

(Signature of Account Holder)